IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.682 OF 2005

IN

SUMMARY SUIT NO.1576 OF 2005

State Bank of Saurashtra. ...Plaintiff

vs.

J.T.B.Financial Services Pvt. Ltd. ...Defendant

Mr.K.P.Sreejit i/b. M/s.Sreeji & Lal, for Plaintiff.

Mr.Bharat Joshi, for Defendant.

CORAM: D.K.DESHMUKH,J.

DATED: 21st November,2006..

P.C.:-

1. This is a suit filed by the plaintiff for recovery of security deposit. Even pursuant to the agreement dated 22.5.1989 the agreement was to be renewed once for a period of further five years. The renewal period of agreement came to an end in May,1999. The plaintiff however, continues to occupy the premises. The defence

raised by the defendant is that the defendant is entitled to the mesne profit for the period during which the plaintiff continued to occupy the premises even after the expiry of lease period and that the defendant is entitled to recover that mesne profit from the amount of deposit.

2. After having heard the learned Counsel appearing for both the sides, I find that the defence raised on behalf of the defendant has substance and therefore, the defendant is entitled to leave to defend the suit. The summons for judgment is disposed of. The defendant is granted unconditional leave to defend the suit. Written statement to be filed within a period of four weeks from today.